

## **TARIFF DISTRIBUTION**

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BellSouth SWA Pricing Flexibility

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BELLSOUTH  
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ACCESS SERVICES TARIFF

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**E19. RESERVED FOR FUTURE USE**

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**E20. RESERVED FOR FUTURE USE**

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**E22. RESERVED FOR FUTURE USE**

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**E23. RESERVED FOR FUTURE USE**

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**E24. RESERVED FOR FUTURE USE**

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**E25. RESERVED FOR FUTURE USE**

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**E25. RESERVED FOR FUTURE USE**

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**E26. BELLSOUTH SWA PRICING FLEXIBILITY** (N)

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## E26. BELLSOUTH SWA PRICING FLEXIBILITY

### E26.1 Reserved for Future Use

### E26.2 BellSouth SWA Pricing Flexibility Service

#### E26.2.1 General Regulations

- A. The start date of BellSouth SWA Pricing Flexibility Service is the first bill period following execution of the Letter of Agreement with the customer.
- B. Customers may choose either a three, four or five year agreement that terminates upon completion.
- C. The regulations, terms, conditions and volume discounts provided herein shall apply to the customer's applicable BellSouth SWA usage and revenues achieved in the state of Tennessee.

#### E26.2.2 Subscription Conditions

- A. To subscribe to BellSouth SWA Pricing Flexibility Service, the customer and the Company must execute a Letter of Agreement. The Company shall provide a Letter of Agreement for the customer to execute. The Letter of Agreement shall contain:
  - 1. Customer Minimum Usage
  - 2. Start and termination date
  - 3. Customer's Name and Billing Address
  - 4. Billing Account Number the credit will be applied
  - 5. Access Customer Name Abbreviations (ACNAs) and Customer Identifications Codes (CICs)
  - 6. BellSouth SWA Pricing Flexibility Service term (i.e., 36, 48 or 60 months)
  - 7. Minimum Usage Discount Table
- B. To subscribe to BellSouth SWA Pricing Flexibility Service, the customer must have been a BellSouth SWA customer for the previous 18 months.
- C. When the customer subscribes to BellSouth SWA Pricing Flexibility Service, the customer must identify to the Company, all Access Customer Name Abbreviations (ACNAs) and Carrier Identification Codes (CICs) to be included in BellSouth SWA Pricing Flexibility Service.
- D. The customer must be the billing responsible party for all BellSouth SWA billing elements associated with the ACNAs and CICs included in the Letter of Agreement
- E. Any additions after the Letter of Agreement is executed will be handled as a merger or acquisition or transfer of service regulations as set forth in E26.2.3 following.
- F. The customer's annual minimum usage is a 12 month linear regression projection of local switching usage based upon the customer's most recent 18 month local switching usage history. The annual minimum usage remains constant throughout the term of service.
- G. The following BellSouth SWA services will be used in determining the BellSouth SWA revenues that are eligible to receive the volume discount based on the established minimum local switching usage.
  - 1. BellSouth SWA Common Transport Service
    - Facility Termination, per minute of use
    - Per Mile, per minute of use
    - DS3 to DS1 Multiplexer, per minute of use
    - DS1 to VG Multiplexer, per minute of use
  - 2. Access Tandem Switching
    - Dedicated Tandem Trunk Port Service
      - Per DSO/VG trunk port required
      - Per DS1 trunk port required
    - DS1 to VG Channelization

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## **E26. BELLSOUTH SWA PRICING FLEXIBILITY**

### **E26.2 BellSouth SWA Pricing Flexibility Service (Cont'd)**

#### **E26.2.2 Subscription Conditions (Cont'd)**

- G. (Cont'd)
  - 3. Local Switching
    - Local Switching 1
    - Local Switching 2
    - Local Switching 3
    - Local Switching 4
    - Common Trunk Port Service
      - Per each Common Transport trunk termination, per minute of use
    - Dedicated End Office Trunk Port Service
      - Per DSO/VG trunk port required
      - Per DS1 trunk port required
- H. A customer may not combine its local switching minutes of use with another customer, whether an individual, partnership, association or corporation, for the purpose of meeting the established minimum local switching usage, as set forth in E26.2.5.B. following.
- I. Cancellation of BellSouth SWA Pricing Flexibility Service
  - 1. During the term period of BellSouth SWA Pricing Flexibility Service, a customer may cancel BellSouth Pricing Flexibility Service and subsequently subscribe to another BellSouth SWA Pricing Flexibility Service only one time.
  - 2. Cancellation of BellSouth SWA Pricing Flexibility Service and subscription to another BellSouth SWA Pricing Flexibility Service is allowed only on the anniversary date of BellSouth SWA Pricing Flexibility Service and upon meeting one of the following conditions:
    - a. During the first year of BellSouth SWA Pricing Flexibility Service, the local switching usage achieved is 10 percent below the minimum usage;
    - b. During the remaining years of BellSouth SWA Pricing Flexibility Service, the local switching usage is below the minimum usage.
    - c. Local switching usage exceeds the discount usage cap.
    - d. Customer adds CIC codes that are desired to become part of the volume discount contract tariff.
- J. Rates and charges for the BellSouth SWA services included in BellSouth SWA Pricing Flexibility Service are as set forth in Section E6. of this Tariff. General regulations and ordering options for the BellSouth SWA services are as set forth in Sections E2. and E5. of this Tariff.

#### **E26.2.3 Mergers and Acquisitions and Transfer of Service**

- A. In the event the customer merges with another company or is acquired by another company; the following regulations will apply:
  - 1. The customer may elect to terminate subscription to BellSouth SWA Pricing Flexibility Service.
  - 2. The customer may not combine revenues with the merged or acquired company's revenues for the purpose of obtaining volume discounts provided under BellSouth SWA Pricing Flexibility Service.
  - 3. The customer may continue subscribing to BellSouth SWA Pricing Flexibility Service for the duration of the term provided that the customer continues the subscription as if it were the same entity that existed prior to the merger or acquisition.
- B. If customer requests a transfer of service, pursuant to Transfer of Service regulations in Sections E2. and E6. of this Tariff, the customer's subscription to BellSouth SWA Pricing Flexibility Service shall be terminated.



## E26. BELLSOUTH SWA PRICING FLEXIBILITY

### E26.2 BellSouth SWA Pricing Flexibility Service (Cont'd)

#### E26.2.4 BellSouth SWA Pricing Flexibility Revenue Volume Discounts

- A. Each year of BellSouth SWA Pricing Flexibility Service is defined as twelve (12) consecutive bill periods. For purposes of calculating the BellSouth SWA volume discounts, month 1 is the bill period after the beginning date of BellSouth SWA Pricing Flexibility Service. For example, if the beginning date of BellSouth SWA Pricing Flexibility Service is September 6, 2002 bill period, then month 1 for purposes of calculating the BellSouth SWA volume discounts will be the October 6, 2002 bill period.
- B. The BellSouth SWA Pricing Flexibility volume discounts provided herein will be determined during the first month after the end of each year of the BellSouth SWA Pricing Flexibility Service. During the second month following the end of each year of the BellSouth SWA Pricing Flexibility Service, the BellSouth Pricing Flexibility SWA volume discounts will be applied via a credit to the customer's bill.
- C. True-up provisions will be made during the first quarter after the termination date of BellSouth SWA Pricing Flexibility Service.
- D. The BellSouth SWA Pricing Flexibility volume discounts are applicable to the usage sensitive and recurring revenues of the BellSouth SWA services as set forth in E26.2.2.G. preceding.
- E. The BellSouth SWA Pricing Flexibility volume discounts specified in BellSouth SWA Pricing Flexibility Service will not be applied to taxes and nonrecurring BellSouth SWA revenues.
- F. The BellSouth SWA services to which the volume discounts provided under BellSouth SWA Pricing Flexibility Service apply shall only be subject to service assurance warranty regulations specified in E2.4.4 of this Tariff.

#### E26.2.5 BellSouth SWA Pricing Flexibility Service Volume Discount Plan

- A. BellSouth SWA Pricing Flexibility Service provides for annual volume discounts based upon annual local switching minutes of use (MOU) above a stated minimum usage. Annual volume discounts will be determined by the local switching usage volume and the year of the contract in which the local switching usage volume is achieved.
- B. The minimum usage and the achievable volume discounts associated with the BellSouth SWA services are shown in the table below. Volume discounts are not applicable to any usage levels outside of the MOU usage ranges stated in table below:

Customer Minimum Usage (MOU)	Usage Ranges (MOU)	Volume Discount Percentages				
		Year 1	Year 2	Year 3	Year 4	Year 5
.1B – .5B	Minimum Usage – Minimum Usage * 1.02	5%	-	-	-	-
	>Minimum Usage * 1.02 – Minimum Usage * 1.10	7%	10%	15%	-	-
	>Minimum Usage * 1.10 – Minimum Usage * 1.30	10%	15%	20%	25%	30%
>.5B – 3B	Minimum Usage – Minimum Usage * 1.02	7%	-	-	-	-
	>Minimum Usage * 1.02 – Minimum Usage * 1.10	10%	15%	20%	-	-
	>Minimum Usage * 1.10 – Minimum Usage * 1.30	15%	20%	25%	30%	35%
>3B	Minimum Usage – Minimum Usage * 1.02	10%	-	-	-	-
	>Minimum Usage * 1.02 – Minimum Usage * 1.10	15%	20%	25%	-	-
	>Minimum Usage * 1.10 – Minimum Usage * 1.30	20%	25%	30%	35%	40%

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## E26. BELLSOUTH SWA PRICING FLEXIBILITY

### E26.2 BellSouth SWA Pricing Flexibility Service (Cont'd)

#### E26.2.5 BellSouth SWA Pricing Flexibility Service Volume Discount Plan (Cont'd)

- C. The annual local switching usage included in BellSouth SWA Pricing Flexibility Service eligible for volume discount is determined by subtracting the minimum usage from the achieved local switching usage for each year. (N)
- D. Dividing the annual local switching usage eligible for volume discount for a given year of BellSouth SWA Pricing Flexibility Service by the minimum local switching usage will develop the usage factor. (N)
- E. A usage factor (greater than zero) will be applied to the eligible BellSouth SWA revenue generated by the BellSouth SWA services identified in E26.2.2.G. preceding. This calculation produces the annual revenue eligible for discount. (N)
- F. The discount percent achieved, as set forth in B. preceding, is based upon the minimum usage required, the usage factor achieved and the term year. (N)
- G. The volume discount received for a given year under BellSouth SWA Pricing Flexibility Service is determined by multiplying the eligible BellSouth SWA revenue times the discount factor achieved. (N)
- H. Following is an example of how the annual BellSouth SWA Pricing Flexibility volume discount will be determined: (N)

Customer Information - Customer subscribed to a five year BellSouth SWA Pricing Flexibility and is in the 4<sup>th</sup> year of the contract term. The customer's local switching minimum usage is 1.5B minutes of use. The year 4 local switching usage is 1.8B minutes of use and the eligible BellSouth SWA revenues for year 4 is \$10,000,000. (N)

$$\text{Year 4 Usage Eligible for Discount} = \text{Year 4 Usage} - \text{Minimum Usage} \quad (N)$$

$$= 1.8\text{B MOU} - 1.5\text{B MOU} \quad (N)$$

$$= 300\text{M MOU} \quad (N)$$

$$\text{Year 4 Usage Factor} = \frac{\text{Year 4 Annual Usage}}{\text{Minimum Usage}} \quad (N)$$

$$= \frac{300\text{M MOU}}{1.5\text{B MOU}} \quad (N)$$

$$= .20 \quad (N)$$

$$\begin{aligned} \text{Year 4 Revenue Eligible for Discount} &= \text{Year 4 Usage Factor} \times \text{Year 4 eligible BellSouth SWA Revenue} \quad (N) \\ &= .20 \times \$10,000,000 \quad (N) \end{aligned}$$

$$= \$2,000,000 \quad (N)$$

$$\text{Year 4 Volume Discount} = \text{Year 4 Revenue Eligible for Discount} \times \text{Discount Factor} \quad (N)$$

$$= \$2,000,000 \times .30 \quad (N)$$

$$= \$600,000 \quad (N)$$

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